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HUSBAND AND WIFE—DIVORCE—CONTRACT TO COMPROMISE.—The resumption of marital relations by a wife living separate from her husband, and about to commence proceedings for divorce against him, to which she was entitled because of his wrongdoing, is held, in *Moayon v. Moayon* (Ky.), 60 L. R. A. 415, to be sufficient consideration for his promise to convey property in trust for the benefit of their children, and, in the event of their death for her benefit.

A note to this case collates the other authorities on the validity of a contract between husband and wife to compromise a pending or contemplated divorce suit.

PHOTOGRAPHS AND BERTILLON MEASUREMENTS OF EX-CONVICTS.—The application of Roland B. Molineux for a peremptory writ of mandamus to compel the superintendent of prisons to surrender to him certain photographs and measurements taken while Molineux was a state convict was recently before the Supreme Court in the reported case entitled *In re Molineux*, 83 New York Supplement, 943. These photographs and measurements were taken after Molineux had been convicted of murder and before this conviction was reversed by the Court of Appeals and he had been subsequently acquitted on a second trial. The petition is denied, first, upon the ground that the relator must have a clear legal right to that which he seeks, and that this right has not been pointed out in the present proceedings. The court further says that the public convenience to be affected by the granting of this writ should also be considered. The photographs and measurements are simply a part of the other records which go to make up the inevitable track of the struggle for liberty of the relator, and that to undertake to blot out this track or record would be a public inconvenience, if not an impossibility.

INJUNCTION—DISCLOSING TRADE SECRET.—1. One who is under an express contract, or a contract implied from a confidential relation, not to disclose a trade secret, will be enjoined from disclosing the same.

2. Others who induce him to disclose the secret, knowing of his contract not to disclose it, or knowing that his disclosure is in violation of the confidence reposed in him, will be enjoined from making any use of the information so obtained, although they might have reached the same result independently by their own experiments or efforts.

3. The disclosure necessarily made to the court does not deprive the complainants of their right to an injunction. *Stone v. Goss* (N. J.), 55 Atl. 736.

Per Swayze, J:

"The complainants allege that Goss was under a contract with them not to reveal the secrets of manufacture. Goss denies this contract. We agree with the vice chancellor that the contract is established by the weight of evidence. The right of a manufacturer, whose goods are made by an unpatented secret process, to protection by injunction against the divulging of his secret in a proper case, is now established by a well-considered line

of cases in England and in several states. The leading case is *Morrison v. Moat*, 9 Hare, 241, 20 L. J. Eq. 513, decided by Vice-Chancellor Turner in 1851, and affirmed in Court of Appeals by Lord Cranworth, 21 L. J. Ch. 248. The principle has since been applied to cases in various aspects in the English courts. *Merryweather v. Moore* (1892), 2 Ch. 518, 61 L. J. Eq. 505; *Lamb v. Evans* (1892), 3 Ch. 462, 61 L. J. Eq. 681, affirmed on appeal, 62 L. J. Eq. 404. A leading case in this country is *Peabody v. Norfolk*, 98 Mass. 452, 96 Am. Dec. 664. In New York the principle is established in *Tabor v. Hoffmann*, 118 N. Y. 30, 23 N. E. 12, 16 Am. St. Rep. 740; *Eastman v. Reichenback* (Sup.), 20 N. Y. Supp. 110; *National Gum Co. v. Braendly* (Sup.), 51 N. Y. Supp. 93; *Little v. Gallus* (Sup.), 57 N. Y. Supp. 104; *Tode v. Gross*, 127 N. Y. 480, 28 N. E. 469, 13 L. R. A. 652, 24 Am. St. Rep. 475. In Michigan it was adopted in a very well-considered opinion in *O. & W. Thum Co. v. Tloczynski*, 114 Mich. 149, 72 N. W. 140, 38 L. R. A. 200, 68 Am. St. Rep. 469. In Pennsylvania, *Fralich v. Despar*, 165 Pa. 24, 30 Atl. 521. In Indiana, *Westervelt v. National Papaer Co.*, 154 Ind. 673, 57 N. E. 552. In the federal courts, *C. T. Simmons Medical Co. v. Simmons* (C. C.), 81 Fed. 163. The rule has been applied in this state in the Court of Chancery by Chancellor Runyon in *Salomon v. Hertz*, 40 N. J. Eq. 400, 2 Atl. 379. *Salomon v. Hertz*, *Peabody v. Norfolk*, and *O. & W. Thum Co. v. Tloczynski*, are the leading American cases. These cases establish the principle that employees of one having a trade secret, who are under an express contract, or a contract implied from their confidential relation to their employer, not to disclose that secret, will be enjoined from divulging the same to the injury of their employer, whether before or after they have left his employ; and that other persons who induce the employee to disclose the secret, knowing of his contract not to disclose the same, or knowing that his disclosure is in violation of the confidence reposed in him by his employer, will be enjoined from making any use of the information so obtained, although they might have reached the same result independently by their own experiments or efforts. We approve the principle thus established."